## UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF OHIO

	*****	*****	
DEBTORS.	:	<u>.</u>	
	:	1	SECOND AMENDED MOTION TO AVOID LIEN
EMILY MARIE LANEY	:		
DILLON HAWK LANEY	:		JUDGE KENDIG
	:		
IN RE:	:		CASE NO. 19-62315

- Debtors, Dillon Hawk Laney and Emily Marie Laney, commenced this case on November 18, 2019 by filing a voluntary petition for relief under Chapter 7 of Title II of the United States Bankruptcy Code.
- 2. This Court has jurisdiction over this motion, filed pursuant to 22 U.S. C. Sec. 522 (f) to avoid and cancel a judgment lien held by Crown Asset Management LLC on real property used as the debtor's residence under 28 U.S. C. Sec. 1334.
- 3. On September 11, 2019, creditors recorded a judgment lien against the following debtors former residence at:

314 Paris Avenue SE Paris, OH 44669

The Real Estate is further known as Lot No. 9 in the Town of Paris as more particularly described on Exhibit "A" attached hereto.

The said judgment lien is entered of record as follows

Crown Asset Management LLC vs. Emily Stauffer Canton Municipal Court Case No. 2018 CVF 7255
Judgment Lien No. 2019JG05643
Amount: \$1,034.25

- 4. The debtors' interest in the property referred to in the preceding paragraph and encumbered by the lien has been transferred to the Debtors former husband, Devan Stauffer, pursuant to the terms of a Separation Agreement found in Case No. 2016DR00220, a copy of which is attached hereto and marked as Exhibit "B". The Stark County Auditor's current evaluation of the aforesaid property was the sum of \$96,500.00, which had it still be owned by the debtor would in fact be exempt. Additionally, the property is still encumbered by a mortgage for which the debtor is not responsible, but which further reduces the value of the property
- 5. The existence of the Crown Asset Management LLC lien as described above, on debtor's real property impairs exemptions to which the debtors would be entitled under 11 U.S. C. Sec. 522(b).

Wherefore, debtors pray for an order against Crown Asset Management LLC avoiding and canceling the judicial lien in the above mention property, and for such additional or alternative relief as may be just and proper.

/s/ Dillon Hawk Laney	
/s/ Emily Marie Laney	_

<u>/s/ John Variola</u>

John Variola (#0018308) Attorney for Debtors 610 Market Avenue North Canton Ohio 44702 (330) 455-5195 (330) 455-2982 – Fax

#### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion to Avoid Lien was electronically transmitted on or about December 28, 2020 via the Court's CM/ECF system to the following who are listed on the Court's Electronic Mail Notice List:

US Trustee
Lisa M. Barbacci, Trustee – <u>barbaccitrustee@gmail.com</u>

And by Regular U. S. Mail to:

Crown Asset Management LLC c/o Levy & Associates LLC 4645 Executive Drive Columbus, OH 43220

Creditors on the attached list.

/s/ John Variola John Variola (#0018308) Attorney for Debtors EXHIBIT "A"





### QUIT CLAIM DEED

EMILY M. STAUFFER, married, the Grantor for valuable consideration paid does give, grant, remise, release, and forever quit-claim to, DEVIN STAUFFER, the Grantee, whose tax mailing address will be 2500 Westfield Dr., Elgin, IL 60124.

The following described premises situated in the Township of Paris, County of STARK, State of Ohio:

Known as and being Lot Number Nine (9) in the town of Paris

Also known as: 314 PARIS AVE, SE, PARIS, OHIO 44669.

PARCEL NO.: 4101353

PRIOR INSTRUMENT NO(S).: 201504300016051 of the Deed Records of STARE County. Obio

The above granted and bargained promises is conveyed subject to and there are excepted the following: (1) All reservations, restrictions, casements, covenants, conditions of record, and any rights of tenants in possession; (2) Zoning and building ordinances and regulations; and (3) Real estate taxes and assessments, not yet due and payable. Crantee assumes and agrees to pay all general and special taxes and assessments that come due, even if said taxes cover a time period prior to the date of this conveyance.

EXECUTED this 31 day of OCHOBEY 2019. Emily M. Stauffe DBA Emily M. LANGY EMILY M. STAUFFER

And for valuable consideration, DILLON LAPIEY, husbane of EMILY M. STAUFFER, does hereby remise, release and forever quit-claim unto the said Grantee, their successors and assigns, allfitis right and expectancy of dower in the above-described premises.

Allon 4 Josef

STATE OF ONO . STAKE COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the abovenamed. EMILY M. STAUFFER and DILLON LANEY, Wife and Husband, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have become set my hand and official seaf

at CANTON ONIO this 33 St day of October 201

This instrument prepared by:
Danielle M. Pierce, Esq.
4842 Higher Ave NW
Canton, Ohio 44718
330-588-6115

Notary Public
DANIELLE M. PIERCE
Attorney at Law
NOTAR PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147 03 O.R.O.

DANIELLE M. PIERCE
Asoney at Law
Asoney at L



# EXHIBIT B'

	IN THE COURT OF CO Family Court Stark	
Devin Staus  Plaintiff/Petitioner  314 Paris Ave  Street Address	€€. : Case No	2016DR00220
City, State and Zip Code	<u>G</u> Judge	
and	: : Magistrate :	
Plaintiff/Petitioner 1231 Colonial blir Street Address Canton Oh. 44 City, State and Zip Code	i i	2018 HAR 10
l personal property, real estate, a	nd debts resulting from the term ties, or the Wife is pregnant, a S	Court regarding spousal support, the division of ination of marriage. If the parties have any minor Shared Parenting Plan (Uniform Domestic Relations)
	SEPARATION AG	REEMENT
The parties, <u>NOVI</u> Emily Staves	Stauffer	, Husband, and , Wife, state the following.
The parties were married in MQSSIII of that the termination of necessity.  1. The parties were married in the termination of necessity.	nionio	(city or county, and state), and request all hearing or as specified:
2. The parties intend to live	e separate and apart.	
<ol> <li>Each party has made full and complete disclosure to the other of all marital property, separate property, and any other assets, debts, income, and expenses.</li> </ol>		
<ol> <li>Neither party has knowledge of any other property and debts of any kind in which either party has an interest.</li> </ol>		
<ol> <li>Each party has had the opportunity to value and verify all marital property, separate property, and debts.</li> </ol>		
Supreme Court of Ohio Uniform Domestic Relations Forr Parenting Proceeding Affidavit	n – Affidavit 3	

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ENTERED BY 9

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- A party's willful failure to disclose may result in the Court awarding the other party three times the value of the property, assets, income, or expenses that were not disclosed by the other party.
- 7. This Agreement addresses spousal support, property, and debt division.
- 8. This written Agreement is the complete agreement of the parties.
- There are no other representations, agreements, statements, or prior writings that shall have any effect on this Agreement.
- Each party fully understands the Agreement and has knowingly and voluntarily signed the Agreement.
- 11. No change to the terms of this Agreement shall be valid unless in writing and knowingly and voluntarily signed by both parties.

The parties agree as follows:

## FIRST: SEPARATION

The parties shall live separate and apart. Neither party shall interfere with the activities, personal life, or privacy of the other; harass the other, nor engage in any conduct calculated to restrain, embarrass, injure, or hinder the other in any way.

#### SECOND: PROPERTY

Marital property as defined in R.C. 3105.171 is property owned by either or both spouses and property in which either spouse has an interest in the property. Separate property as defined in R.C. 3105.171 is real or personal property that was inherited, acquired by one spouse prior to the date of marriage, acquired after a decree of legal separation under R.C. 3107.17, excluded by a valid antenuptial agreement, compensation for personal injury, except for loss of marital earnings and compensation for expenses paid from marital assets, or any gift of property that was given to only one spouse. If separate property is involved, the owner should consider consulting an attorney. The party not receiving the separate property waives all interest in the property.

## A. Real Estate (select one):

Real estate includes lands, mortgaged properties, buildings, fixtures attached to buildings, attached structures (for example, garage, in-ground pool), condominiums, time shares, mobile homes, natural condition stakes (for example, gas, oil, mineral rights, existing soil, including trees and landscape), and inheritance rights in real estate. The property's legal description is on the deed or mortgage papers.

- 1. The parties do not own any real estate.
- 2. Marital Real Estate

The parties owned real estate in one or both of their names and agree to award it as follows. A legal description of the property must be attached. (Attach a copy of the property's deed or mortgage papers.)

OSIH Paris Ave se Paris oh 4464 Devin Stauffer

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	Each party shall pay and hold the other harmless from any debt owing on real estate he/she
	receives unless otherwise stated in this Agreement.
	Mother debt payment arrangements, including refinancing: Devin Stauffer will Pay for the Mortgage, Emily Stauffer will not have go
	financial responsibility for the property.
	ne real estate is not in the name of the party to whom it is awarded, the parties shall make ingements to transfer the property to the proper party as soon as possible.
	Titled Vehicles (select one):
	ed vehicles include boats, trailers, automobiles, motorcycles, trucks, mobile homes, golf carts, or scooters, sport utility vehicles (SUV), recreational vehicles (RV), all purpose vehicles (APV).
	vide vehicle model, make, year, and serial number for all titled vehicle(s) that will be transferred.
	☐ The parties do not own any titled vehicle(s) in either party's name.
	The titled vehicle(s) has/have already been divided or transferred, including all rights, title and interest in the vehicle(s) and is/are in the possession of the proper party. The parties are satisfied withe division.
	☐ The parties own titled vehicle(s) which has/have not been divided or transferred.
	Husband shall receive the following vehicle(s), free and clear of any claims from the Wife:
	and Wife shall receive the following vehicle(s), free and clear of any claims of the Husband:
-	
	Each party shall pay for and hold the other harmless from any debt owing on the titled vehicle(s)
	he/she receives unless otherwise stated in this Agreement.  Other debt payment arrangements regarding titled vehicle(s):

sferred immediately to the party to whom the vehicle is awarded, the party holding the title shall make the following arrangements to obtain and pay for license plates, registration,

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and	and insurance:			
Hot	Household Goods and Personal Property (select one): usehold goods and personal property include appliances, tools, air conditioner window units, shouses, lawn mowers, riding lawn mowers, above ground pools, safety deposit boxes, jewelry, niture, refrigerators, silverware, collections, china, and books.  The household goods and personal property are already divided and in the possession of the proper party. The parties are satisfied with the division.			
2.	The parties have household goods and personal property which have not been divided.  Husband shall have the following:			
	and Wife shall have the following:			
3.	Delivery or pick-up of household goods and personal property shall be as follows:			
4.	Each party shall pay for and hold the other harmless from any debt owing on the household goods and personal property he/she receives unless otherwise stated in this Agreement.			
5.	Other debt arrangements regarding household goods and personal property:			
	parties shall make arrangements to transfer possession of the household goods and personal perty to the proper party as soon as possible.			
Fina	Financial Accounts (select one): ancial accounts include checking, savings, certificates of deposit, money market accounts, medical or lith savings accounts, education or college saving plans (for example, 529 Plan) and trusts.			
1,	The parties do not have any financial accounts.			

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•	al accounts and agree the accounts are a characteristics. The parties are satisfied with the division.	already divided and in the		
<ol> <li>The parties have financial Husband shall receive the following institution</li> </ol>	al accounts which are not divided. ollowing: Current Name(s) on Account	Type of Account		
Huntington Rank	Danin & Emily Stautter	other: checking saving other: saving other: saving other:		
and Mills shall assalus the fi				
and Wife shall receive the fo	Ollowing: Current Name(s) on Account	Type of Account  checking saving  checking saving  other: checking saving  checking saving		
		other:		
4. Each party shall pay for and hold the other harmless from any debt owing on the financial accounts he/she receives unless otherwise stated in this Agreement.  5. Other arrangements regarding financial accounts:  The parties shall make arrangements to transfer the financial accounts to the proper party as				
soon as possible.				
XThe parties do not have:	and Mutual Funds (select one): any stocks, bonds, securities, or mutual			
	<ol> <li>One or both parties has/have stocks, bonds, securities, or mutual funds which are already divided and in the name of the proper party. The parties are satisfied with the division.</li> </ol>			
One or both parties has/li  Husband shall receive the for  Institution	nave stocks, bonds, securities, or mutua ollowing: Current Name(s) on Account	Il funds which are not divided.  Number of Shares		
	= section removed on recount	COMPANY OF WHISE DO		
and Wife shall receive the fo	ollowing:			
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	Institution	Current Name	e(s) on Account	Number of Shares
4.	Each party shall pay for and securities, or mutual funds to		•	•
<b>5</b> .	Other arrangements regard	ng the stocks, bon	ds, securities, or mul	uai funds:
				· · · · · · · · · · · · · · · · · · ·
			ransfer the stocks,	bonds, securities, or mutual
<b>3U</b> (1	ds to the proper party as so	on as possible.		
F.	Business Interests (select o			
1.	The parties do not have	any business intere	ests,	
2.	One or both parties has/have business interests and which are already divided and in the name of the proper party. The parties are satisfied with the division.			lready divided and in the name of
_	□ <b>o</b> ccident control of			
3.	One or both parties has/i  Husband shall receive the for		rests which have not	been divided.
	Name of Business	_	Ov	vnership Interest
	<del></del> -			
10.				
	and Wife shall receive the fo Name of Business	-	Ov	vnershíp Interest
		****		
	· · · · · · · · · · · · · · · · · · ·			
4.	Each party shall pay for and he/she receives unless other			owing on the business interests
5.	Other arrangements regardi	ng business interes	sts:	
		· · · · · · · · · · · · · · · · · · ·		
		<del></del>		
The	parties shall make arrange	ments to transfer	the business intere	ests to the proper party as soon

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as	possible.				
G, 1.					
2.	The pension(s), profit sharing, IRA, 401(k), or other retirement plans are already divided and in the proper party's name. The parties are satisfied with the division.				
3.	been divided.  Husband shall receive the following:				
	Сотрапу	Name(s) on Plan	Amount/Share		
	and Wife shall receive the fol Company	lowing: Name(s) on Plan	Amount/Share		
4.	Each party shall pay for and hold the other harmless from any debt owing on the pension(s), profit sharing, IRA, 401(k), or other retirement plans he/she receives unless otherwise stated in this Agreement.				
5.	Other arrangements regarding pension(s), profit sharing, IRA, 401(k), or other retirement plans:				
The parties shall make arrangements to transfer interest in the pension(s), profit sharing, IRA, 401(k), or other retirement plans to the proper party as soon as possible.					
		Order (QDRO) or Division of Property ese assets. If so, the QDRO and DOPO			
	and submitted to the Court within 90 days after the final hearing. Expenses of preparation shall be paid as follows:				
Supi	reme Court of Ohio orm Domestic Relations Form – A	ffidavit 3			

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The	e Court retains jurisdiction to interpret and enforce the terms of the documents of transfer.		
	Life Insurance Policies (select one):  The parties do not have any life insurance policy(ies) with a cash value.		
2.	The parties have life insurance policy(ies) and agree the cash value of all life insurance policy(ies) has/have already been divided. The parties are satisfied with the division.		
3.	The parties' life insurance policy(ies) has/have not been divided.  Husband shall receive the following policy(ies), free and clear of any claims of the Wife:		
	and Wife shall receive the following policy(ies), free and clear of any claims of the Husband:		
	Each party shall pay for and hold the other harmless from any debt owing on the life insurance policy(ies) he/she receives unless otherwise stated in this Agreement.		
Э,	Other arrangements regarding life insurance policy(ies):		
	parties shall make arrangements to transfer interest in the life insurance policy(les) to the per party as soon as possible.		
	Other Property (select one):  The parties do not have any other property.		
2.	The property shall be awarded as follows:  Description of Property  Husband Wife Other  Husband Wife Other  Husband Wife Other  Husband Wife Other		
3.	Each party shall pay for and hold the other harmless from any debt owing on the property he/she receives unless otherwise stated in this Agreement.		

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Other arrangements regarding the property above:						
	The parties shall make arrangements to transfer interest in the property listed above to the proper party as soon as possible.					
	RD: DEBTS (sele The parties do no	ect one): It have any debts.				
hold	I the other party i	pay all debts incurred by him or narmless for these debts.				
		the following debts and have ac		all debts owed, and	agree to	
	I the other party t Creditor	narmless on those debts, as foll		140 1401.	_	
	Creditor	Purpose of Debt	Balance	Who Will I	Wife	
				Husband		
				☐ Husband ☐ Husband		
ban of m mak und	kruptcy, including naintenance, nect ing a future spou er FOURTH: SPO	ain jurisdiction to enforce payment, but not limited to, the ability to essity or support and is therefor isal support order, regardless of DUSAL SUPPORT.  The shall prevent the Plaintiff ted in this order in a bankruptcy	o determine the debt ass e nondischargeable in b f the spousal support orc and Defendant from	igned is in the naturankruptcy, and/or der set forth below being fully dischargany orders expression	re ged ly for	
incu	rred by him or he  JRTH: SPOUSAL  Spousal Support  Meither the H		is agreement.  usal support to the other.	. The Court shall n	ot	
В.	The 🗌 Husband	t Awarded I				
Unifo Parei Appr	eme Court of Ohio orm Domestic Relat hting Proceeding A oved under Ohio C tive Date: July 1, 2	ivil Rule 84			Page 40 of 87	

	for a total of	\$	per month, commencing on	and
	due on the		This spousal support shall continu	e
	☐ indefinitely	for a period of		
C.	☐ If there are the ☐ Plaintiff ☐ The spousa Support Paymethe	☐ Defendant. al support payment, plus 2% pr ent Central, P. O. Box 182372	ect one): port payment shall be made directly rocessing charge, shall be made to , Columbus, Ohio 43218-2372, as a l Support Enforcement Agency by in	the Ohio Child administered through
	☐ The Court s	shall not retain jurisdiction to m	nodify spousal support.	
	☐ The Court s	shall retain jurisdiction to modi	fy the 🗌 amount 🔲 duration of the	spousal support
D.	This spousal so Defendant's de The cohabit	eath or in the event of the follo	support in a relationship comparable upport.	
Ē.	☐ The spousa	ome by the person receiving th	ed from income to the person paying	
F.		egarding spousal support (spe		
G.			will survive this judgment entry. will not survive this judgment entry.	
FIFT	TH: NAME			shall be restored to
the	prior name of:		-TT-2*	····
		AND HEALTH CARE	AND RESPONSIBILITIES, PAREN	ITING TIME, CHILD

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In the parties do not have child(ren) subject to the	jurisdiction of the Court.
The parties have minor child(ren) subject to the j	jurisdiction of the Court, and
a 🗌 Parenting Plan or 🕱 Shared Parenting Plan is	s attached.
SEVENTH: OTHER	
The parties agree to the following additional matters:	

#### EIGHTH: NON-USE OF OTHER'S CREDIT

From now on, neither party shall incur any debt or obligation upon the credit of the other or in their joint names. If a party incurs such a debt or obligation that party shall repay, indemnify, and hold the other harmless as to any such debt or obligation. All joint credit card accounts shall be immediately cancelled, and the cards shall be immediately destroyed.

#### NINTH: INCORPORATION INTO DECREE/EFFECTIVENESS OF AGREEMENT

If one or both of the parties institute or have instituted proceedings for dissolution, divorce, or separation, this Agreement shall be presented to the Court with the request that it be adjudicated to be fair, just, and proper, and incorporated into the decree of the Court.

#### TENTH: PERFORMANCE OF NECESSARY ACTS

Upon execution and approval of this Agreement by the Court, each party shall deliver to the other party, or permit the other party to take possession of all items of property to which each is entitled under the terms of this Agreement, and shall make all periodic payments required under the terms of this Agreement.

Upon failure of either party to execute and deliver any deed, conveyance, title, certificate or other document or instrument to the other party, an order of the Court incorporating this Agreement shall constitute and operate as a properly executed document, and the County Auditor, County Recorder, Clerk of Courts and/or all other public and private officials shall be authorized and directed to accept a properly certified copy of a court order incorporating this Agreement, a properly certified copy of the Agreement or an order of the Court in lieu of the document regularly required for the conveyance or transfer.

#### **ELEVENTH: SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall continue in full force and effect.

### TWELFTH: APPLICABLE LAW

All of the provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio.

#### THIRTEENTH: MUTUAL RELEASE

Except as otherwise provided, the parties do release and forever discharge each other from any and all actions, suits, debts, claims, demands, and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may have or assert against the other upon or by reason of any matter or cause to the date of the execution of this Agreement.

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Each party waives all rights of inheritance and the right to share in the estate of the other, and waives all
rights which would otherwise be available as a surviving spouse, except payments or rights included in this
Agreement,

Your Signature (Husband)

<u> 2-8-76</u>

Date

2-8-1

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Aes/pnc Bank Attn: Bankruptcy PO Box 2461 Harrisburg, PA 17105

Akron Children's Hospital PO Box 1757 Akron, OH 44309-1757

Ally Financial Attn: Bankruptcy Dept PO Box 380901 Bloomington, MN 55438

Capital One Attn: Bankruptcy PO Box 30285 Salt Lake City, UT 84130

Capital One PO Box 30281 Salt Lake City, UT-84130

Capital One Bank USA NA c/o Cheek Law Offices LLC 471 Broad St E - 12th Floor Columbus, OH 43215

Capital One Bank USA NA c/o Cheek Law Offices LLC 47`1 East Broad Street 12th Floor Columbus, OH 43215

Cavalry Portfolio Services Attn: Bankruptcy Department 500 Summit Lake Ste 400 Valhalla, NY 10595

CBE Group Attn: Bankruptcy 1309 Technology Parkway Cedar Falls, IA 50613 CCS c/o Century Bank PO Box 55126 Boston, MA 02205-5126

Centralized Business Solutions, Inc Attn: Bankruptcy PO Box 2818 North Canton, OH 44720

Chase Auto Finance Attn: Bankruptcy PO Box 901076 Fort Worth, TX 76101

Cks Financial Attn: Bankruptcy PO Box 2856 Chesapeake, VA 23327

CMRE Financial Services Attn: Bankruptcy 3075 E. Imperial Hwy, Suite 200 Brea, CA 92821

Convergent Outsourcing, Inc. Attn: Bankruptcy PO Box 9004 Renton, WA 98057

Credit First National Association Attn: Bankruptcy PO Box 81315 Cleveland, OH 44181

Crown Asset Management LLC c/o Levy & Associates LLC 4645 Executive Drive Columbus, OH 43220

DM/Residential Bancorp 22632 Golden Springs Dr Diamond Bar, CA 91765 Domenico Borsellino PO Box 572 Waynesburg, OH 44688

ERC/Enhanced Recovery Corp Attn: Bankruptcy 8014 Bayberry Road Jacksonville, FL 32256

Fidelity National Collections 885 South Sawburg Avenue Suite 103 Alliance, OH 44601

Fidelity National Collections 885 S Sawburg Ave Alliance, OH 44601

FinWise Bank/Opp Loans Attn: Bankruptcy 130 E Randolp St, Ste3400 Chicago, IL 60601

Hunter Warfield 4620 Woodland Corporate Blvd Tampa, FL 33614

Jefferson Capital Systems LLC PO Box 17210 Golden, CO 80402

Lisa Hoobler 1427 Stratford Way Wooster, OH 44691

Mercy Professional Care PO Box 951103 Cleveland, OH 44193-0005

Michael S. Berkowitz Attorney at Law 75 Public Square, 4th Floor Cleveland, OH 44113 Midland Funding 2365 Northside Dr Ste 300 San Diego, CA 92108

New Hampshire Higher Ed Granite State Management PO Box 3420 Concord, NH 03302

Penn Credit Attn: Bankruptcy PO Box 988 Harrisburg, PA 17108

Philip H Dixon DDS 313 Canal Avenue SE New Philadelphia, OH 44663

Psychological & Family Consultants 4572 Dressler Rd NW Canton, OH 44718

Radiology Services of Canton PO Box 20238 Canton, OH 44701

RBC, Inc Attn: Bankruptcy PO Box 1548 Mansfield, OH 44901

Residential Bancorp 1 Corporate Drive Lake Zurich, IL 60047

Target
Attn: Bankruptcy
PO Box 9475
Minneapolis, MN 55440

Vista Psychological & Counseling 1201 South Main Street Suite 100 North Canton, OH 44720 Westlake Financial Services Attn: Bankruptcy PO Box 76809 Los Angeles, CA 90054